trial court was justified in admitting the testimony in view of the repeated conversations overheard. *Cf. People* v. *Dunbar Contracting Co.* (1915) 215 N. Y. 416, 109 N. E. 554; but *cf.* 11 Columbia Law Rev. 182.

EVIDENCE—CORROBORATION OF ACCOMPLICES.—The defendant, a physician, was convicted of the crime of abortion upon the testimony of two accomplices supplemented by other evidence of the pregnancy of the woman upon whom the abortion was committed, of her visit to the defendant's office, and of her miscarriage shortly thereafter. *Held,* the corroborating evidence was sufficient as it tended to satisfy the jury of the truth of the accomplices' testimony. *State* v. *Holden* (Ohio 1917) 20 N. P. (N. S.) 200.

There was no rule of common law requiring corroboration of the testimony of an accomplice although a jury was to be cautioned as to reliance upon it. I Greenleaf, Evidence § 380; *Allen* v. *State* (1859) 10 Oh. St. 287. But by statute, or, as in Ohio, independently of statute, in over half of our states the requirement of the corroboration of an accomplices' testimony has become a rule of law. 3 Wigmore, Evidence § 2056; see *State* v. *Robinson* (1910) 83 Oh. St. 136, 93 N. E. 623. Two views have been taken as to what is sufficient corroboration. The one generally recognized in England and the United States is that there must be some other evidence of the accused's actual participation in the offence. *Regina* v. *Dyke* (1838) 8 Car. & P. 261; *Commonwealth* v. *Holmes* (1879) 127 Mass. 424; *People* v. *Haynes* (N. Y. 1869) 55 Barb. 450. This view apparently was favored in Ohio before the decision in the principal case. See *State* v. *Robinson, supra.* Upon facts very similar to those in the principal case it has been held, in accordance with this view, that there was not a sufficient corroboration. *People* v. *Josselyn* (1870) 39 Cal. 393. The other view is that any evidence tending to convince the jury of the truth of the accomplices' testimony is sufficient corroboration. *State* v. *Howard* (1859) 32 Vt. 380; *State* v. *Ballew* (1900) 83 S. C. 82, 63 S. E. 688. The principal case expressly adopts this view. As a matter of principle it would seem that the requirement of corroboration of an accomplice's testimony is to verify its truthfulness and that any corroborating evidence is sufficient which tends to and which does convince the jury that the testimony of the accomplice is true. See *Tidd's Trial* (1820) 33 How. St. Tr. 1483. It is submitted, therefore, that the principal case is correct, though against the weight of authority.

INSURANCE—STANDARD POLICY—CANCELLATION CLAUSE.—In a suit upon a standard fire insurance policy, similar to that prescribed by statute in New York Insurance Law (N. Y. Consol. Laws, c. 33) § 121, *held,* in order to effect a cancellation the company should have returned the unearned premium upon giving notice of cancellation. *Continental Insurance Co. of N. Y.* v. *Peery* (Tenn. 1917) 197 S. W. 487.

The standard fire insurance policy adopted in New York in 1886 has been used or prescribed by statute in many other jurisdictions, Richards, Insurance (3rd ed.) § 277. The cancellation clause provides that the company may cancel by giving five days notice, and further, that "If this policy shall be cancelled * * *, the unearned portion [of the premium] shall be returned on surrender of this policy * * *." In construing this clause, a majority of the courts have held that

the policy is not cancelled by giving notice without returning the unearned premium at the same time, *Tisdell* v. *New Hampshire Fire Ins. Co.* (1890) 155 N. Y. 163, 49 N. E. 664; *Taylor* v. *Insurance Co.* (1909) 35 Okla. 92, 105 Pac. 351; *German Fire Ins. Co.* v. *Clarke* (1911) 116 Md. 622, 82 Atl. 974, though there are cases holding notice alone to be sufficient. *Davidson* v. *German Ins. Co.* (1909) 74 N. J. L. 487, 65 Atl. 996; *Webb* v. *Granite State Fire Ins. Co.* (1910) 164 Mich. 139, 129 N. W. 19; *Mangrum & Otter* v. *Law U. & R. Ins. Co.* (1916) 172 Cal. 497, 157 Pac. 239. The words of the statute seem clearly to indicate that the legislature intended that the policy should be cancelled upon the company's giving the required notice, reserving to the insured his right to the unearned premium. See, dissenting opinion, *Tisdell* v. *New Hampshire Ins. Co., supra.* This result has been accomplished in the revision of the Insurance Law, N. Y. Gen. Laws of 1917. The new standard policy adopted by this enactment, 58 N. Y. L. J. 390, allows cancellation by the company on giving five days notice "with or without tender" of the unearned premium.

LANDLORD AND TENANT—EVICTION BY A STRANGER THROUGH PARAMOUNT TITLE—APPORTIONMENT OF RENT.—The plaintiff leased certain premises including a vault held under a revocable license, to defendant's testator, who had no notice, actual or constructive, of the license. The license was subsequently revoked, and the lessee excluded from possession of the vault. In an action for rent, *held,* the defendant was entitled to a reduction of rent proportionate to the reduced value of the leasehold. *Fifth Ave. Building Co.* v. *Kernochan* (N. Y. Ct. of App., 1917) 117 N. E. 579.

An eviction has always been held to be a good defense to an action for rent. 1 Tiffany, Landlord and Tenant, § 182. Where the eviction, either entire or in part, is by the landlord, the obligation to pay rent is suspended during the period of exclusion. *Kuschinsky* v. *Flanigan* (1912) 170 Mich. 245, 136 N. W. 362. But no apportionment of rent is allowed in the case of a partial eviction by the lessor, on the equitable ground that a wrongdoer cannot apportion his own wrong. *Smith* v. *McEnany* (1897) 170 Mass. 26, 48 N. E. 781. The tenancy, however, still continues. 2 Tiffany, *op cit.,* § 185 h. Where there is an entire eviction by a stranger claiming by virtue of title paramount, the tenancy terminates. *Wheelock* v. *Warschauer* (1867) 34 Cal. 265. In case of partial eviction by a superior landlord, there will be an abatement of the rent commensurate with the diminished value of the estate, *Cheairs* v. *Coats* (1900) 77 Miss. 846, 28 So. 728, for, although an entire contract could not at common law be apportioned, the apportionment of rent as to estate was a well recognized exception. *Van Rensselaer* v. *Bradley* (N. Y. 1846) 3 Den. 135. The courts regard this defense to rent either as a counterclaim or recoupment for breach of the covenant for quiet enjoyment, *Holbrook* v. *Young* (1871) 108 Mass. 83; *Eldred* v. *Leahy* (1872) 31 Wis. 546, or as a case of failure of consideration. *Friend* v. *Supply Co.* (1895) 165 Pa. 652, 30 Atl. 1134; *Gates* v. *Goodloe* (1879) 101 U. S. 612. Where there is no express covenant, and a rule of law prevents an implied covenant from arising, the courts rely solely upon the latter doctrine. *Carter* v. *Burr* (N. Y. 1862) 39 Barb. 59; *Gates* v. *Goodloe, supra.* The court, in the principal case, although recognizing an implied covenant for quiet enjoyment, nevertheless rests its decision on failure of consideration, and denies that the reduction of rent is by way of